



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Stafford Grading and Paving Co., Inc.
File: B-245907
Date: January 14, 1992

Michael J. Weiser, Esq., for the protester.
Paul D. Warring, Esq., and Gregory H. Petkoff, Esq., Department of the Air Force, for the agency.
Paralee White, Esq., and Andrew D. Tenenbaum, Esq., Cohen & White, for R.J. Crowley, Inc., interested party.
Shirley A. Jones, Esq., Office of General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency properly determined that bid was nonresponsive where bid was unsigned; no other documentation submitted with the bid had an original signature; and bidder had not, prior to bid opening, submitted corporate resolution authorizing rubber-stamp signatures on other bid documents.

DECISION

Stafford Grading and Paving Co., Inc. (Stafford), protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. F49642-91-B0051, issued by the Department of the Air Force for the alteration and repair of parking lot areas at Andrews Air Force Base, Maryland. The Air Force rejected the bid as nonresponsive because it was unsigned. Stafford contends that the absence of an original signature should have been waived as a minor informality.

We deny the protest.

By the time of bid opening, eight firms, including Stafford, had submitted bids. Although Stafford was the apparent low bidder, its bid was unsigned. No documents submitted by Stafford contained an original signature. The certificate of procurement integrity and the bid bond it submitted were rubber-stamped with the signature of Stafford's president. The agency, therefore, rejected Stafford's bid as nonresponsive.

As a general rule, an unsigned bid must be rejected as nonresponsive because without an appropriate signature, the bidder would not be bound should the government accept the bid. Loop to Loop Messenger Service, B-241068, Dec. 21, 1990, 90-2 CPD ¶ 519. Federal Acquisition Regulation (FAR) § 14.405(c) permits waiver of a bidder's failure to sign its bid only if--

"(1) The unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid (such as the submission of a bid guarantee or a letter signed by the bidder, with the bid, referring to and clearly identifying the bid itself); or

"(2) The firm submitting a bid has formally adopted or authorized, before the date for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature . . ."

Stafford concedes that its bid was unsigned and that the documents submitted with its bid contained no original signatures. However, it contends that rubber-stamp signatures on the certificate of procurement integrity and bid bond it submitted satisfy the criteria of FAR § 14.405(c). In this regard, Stafford states that, upon being notified of the rejection of its bid, it provided the agency a copy of a corporate resolution adopted in 1989 which authorized the use of a signature stamp to sign certain documents on behalf of Stafford.

Stafford's bid was not accompanied by other documentation clearly evidencing its intent to be bound by the bid as submitted or which showed that the use of a rubber-stamp signature was authorized. Although after rejection of its bid it submitted a copy of a corporate resolution authorizing the use of a signature stamp, such documentation must be provided before bid opening. A & E Industries, Inc., B-239846, May 31, 1990, 90-1 CPD ¶ 527; Hugo Key & Son, Inc., B-245227, Aug. 22, 1991, 91-2 CPD ¶ 189.¹ Under these circumstances, rejection of the bid was proper.

¹The case cited by Stafford as support for its contention that it should have been allowed to submit its corporate resolution after bid opening, Alpha Q, Inc., B-234403.2, Oct. 31, 1989, 89-2 CPD ¶ 401, does not address the issue of rubber-stamp signatures. Rather, that case addresses whether the individual signing the bid has the authority to do so.

The protest is, therefore, denied.

for Seymour G. H.
James F. Hinchman
General Counsel